



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

**AGENDA
FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION
WEDNESDAY, JUNE 25, 2003
12:00 NOON
851 VIA CARMELITOS
LONG BEACH, CA 90805**

= = = = = = = = = = = = = =
1. **Call to Order:**

2. **Roll Call:**

Severyn Aszkenazy
Henry Porter
Dennis V. Alfieri
Chris Amegatcher
Manuel Bernal
Philip Dauk
Treneatra Farmer
Felicia Mollinedo
Andrew Nguyen

3. **Reading and Approval of the Minutes of the Previous Meeting:**

Regular Meeting of May 28, 2003

4. **Report of the Executive Director**

5. Carmelitos Problem-Oriented Policing (POP) Presentation – Betsy Lindsay
Sgt. Robert Smith, Officers Allan Jones, Chris Figal and Randy Mohagen

Regular Agenda

6. Construction Contract for Francisquito Villa Senior site and Building Improvements
Projects. (Approve)

7. Construction Contract for Concrete Sidewalk and Driveway Repair and Replacement
Projects. (Approve)



8. Opportunity for Members of the Public to Address the Commission on Items of Interest that are Within the Subject Matter Jurisdiction of the Commission.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at the above address. Access to the agenda and supporting documents are also available at the above website.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION

Wednesday, May 28, 2003.

Digest of the meeting. The minutes are being reported seriatim. A taped record is on file in the central office.

The meeting was called to order by Vice Chairman Henry Porter Jr. at 12:10 p.m.

ROLL CALL	<u>Present</u>	<u>Absent</u>
Dennis V. Alfieri		X
Philip Dauk	X	
Manuel Bernal		X
Severyn Aszkenazy	X	X
Henry Porter, Jr.	X	
Andrew Nguyen	X	
Chris Amegatcher	X	
Treneatra Farmer	X	
Felicia Mollinedo	X	

PARTIAL LIST OF STAFF PRESENT:

Bobbette A. Glover, Assistant Executive Director
Maria Badrakhan, Director, Housing Management Division
Marie Quon-Hom, Assistant Director, Assisted Housing Division
Esther Keosababian, Assistant Director, Housing Management Division
Carolina Romo, Manager, Housing Management Division
Kevin Fulton, Manager, Housing Management Division
Emilio Salas, Director, Administrative Services Division
Syed Rushdy, Director, Housing Development & Preservation Division
Gregg Kawczynski, Manager, Housing Development & Preservation Division
Robert Romanowski, Supervisor, Construction Management Division
Margarita Herrera, Supervisor, Administrative Services Division

PARTIAL LIST OF GUESTS PRESENT:

Martha Ramirez, Conventional Housing Resident
Inez Cervantes, Conventional Housing Resident
Rose M. King, Carmelitos Resident Council C.T.A. President
Catherine Morgan, Carmelitos Resident Senior Complex Board

READING AND APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING

On Motion by Commissioner Amegatcher, and seconded by Commissioner Dauk, the Minutes of the Regular Meeting of May 28, 2003 were approved by the Housing Commissioners.

Agenda Item No. 4 – Report of the Executive Director

Bobbette Glover announced several recent management appointments in the Housing Management Division. Carolina Romo is a new manager who will oversee South Scattered Sites and Ujima Village. Ms. Romo worked in the Housing Development & Preservation Division for the past 5 years. Kevin Fulton also a new manager will oversee Carmelitos, The Growing Experience, and Harbor Hills. Mr. Fulton has been in the Housing Management Division for several years as the legal liaison. Esther Keosababian was promoted to Assistant Director of the Division. She is responsible for the administrative matters, including lease requirements, policy development, applications and eligibility, resident initiatives and grant writing.

Agenda Item No. 5 – Staff Report on Quarterly Contract Status Report

Robert Romanowski gave a brief update on Contract Status Report. Commissioner Porter had a question on the status of Harbor Hills Community Center regarding the water line. Staff will present a written report at the next Housing Commission meeting.

Agenda Item No. 6 – Staff Report on Homeless and Special Needs Populations Update

Gregg Kawczynski provided a verbal summary of a report he prepared entitled "COUNTY OF LOS ANGELES – Los Angeles County Assistance Provided to Homeless and Special Needs Populations. He explained that County officials vigorously defended claims by Mayor James Hahn and other Los Angeles City officials that the County is shirking its share of the responsibility for helping the homeless. The Board of Supervisors wanted to report on the County's resources that respond to the needs of the homeless.

REGULAR AGENDA

On Motion by Commissioner Farmer, seconded by Commissioner Dauk and unanimously carried the following was approved by the Housing Commission:

RECOMMENDATION TO CONCUR WITH THE BOARD OF COMMISSIONERS
APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE
HOUSING AUTHORITY EMPLOYEES ASSOCIATION
AND THE HOUSING AUTHORITY
AGENDA ITEM NO. 7

1. Concur with the recommendation made by the CAO requiring that any excess Optional Benefit Plan dollars, not used to purchase medical or dental insurance, be contributed to the respective employees' deferred compensation plans.
2. Concur with the new term period of June 3, 2003 to June 2, 2004.
3. Concur with the new negotiation period to begin on March 3, 2004.

On Motion by Commissioner Amegatcher, seconded by Commissioner Farmer and unanimously carriedan amendment was made to correct the language as follows on page 2 paragraph 618 accessible units, which will not receive bathroom flooring was approved by the Housing Commission:

**CONSTRUCTION CONTRACT FOR BUILDING IMPROVEMENTS AT ORCHARD ARMS SENIOR HOUSING DEVELOPMENT IN THE CITY OF SANTA CLARITA
AGENDA ITEM NO. 8**

1. Recommend that the Board of Commissioners find that the completion of interior improvements at the 183 unit Orchard Arms senior housing development, located at 23410-23540 Wiley Canyon Road, in the City of Santa Clarita, is excluded from the provisions of the National Environmental Policy Act (NEPA) and exempt from the provisions of the California Environmental Quality Act (CEQA), provided that the abatement measures described herein are completed, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract, in the amount of \$360,000, to Imex Construction & Development, Inc. to complete the improvements described above; and authorize the Executive Director of the Housing Authority to execute the Construction Contract and all related documents, to be effective after issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$360,000 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD), for the purposes described above.
4. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders not exceeding \$36,000 in CFP funds, for unforeseen project costs.

On Motion by Commissioner Dauk, seconded by Commissioner Amegatcher and unanimously carried the following was approved by the Housing Commission:

**CONSTRUCTION CONTRACT FOR BUILDING IMPROVEMENTS AT QUARTZ HILL I AND II HOUSING DEVELOPMENTS IN UNINCORPORATED QUARTZ HILL
AGENDA ITEM NO. 9**

1. Recommend that the Board of Commissioners find that the exterior painting, roofing replacement, and asbestos abatement at the Quartz Hill I and II housing developments, comprised of 20 units each and located at 5028 West Avenue L-12 and 42051 51st Street West, in Unincorporated Quartz Hill, is excluded from the provisions of the National Environmental Policy Act (NEPA) and exempt from the provisions of the California Environmental Quality Act (CEQA), provided that the

abatement measures described herein are completed, because the activities will not have the potential for causing a significant effect on the environment.

2. Recommend to the Board of Commissioners approve the award of a Construction Contract, in the amount of \$215,000, to LA Builders, Inc. to complete the site improvements described above; and authorize the Executive Director of the Housing Authority to execute the Construction Contract and all related documents, to be effective after issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use for the above Construction Contract a total of \$215,000 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD), for the purposes described above.
4. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders, not to exceed a total of \$21,500 in CFP funds, for unforeseen project costs.

On Motion by Commissioner Farmer, seconded by Commissioner Nguyen and unanimously carried the following was approved by the Housing Commission:

APPROVE PURCHASE OF EXCESS WORKERS' COMPENSATION AND EXCESS
GENERAL AND AUTOMOBILE LIABILITY INSURANCE FOR COMMUNITY
DEVELOPMENT COMMISSION AND HOUSING AUTHORITY
AGENDA ITEM NO. 10

1. Recommend that the Board of Commissioners approve the combined purchase, with the Community Development Commission, of excess workers' compensation insurance and excess general and automobile liability insurance, at a premium cost not exceeding \$325,000, for the period from July 1, 2003 to June 30, 2004, through the Housing Authority and Commission's insurance broker, Driver Alliant Insurance Services, Inc. .
2. Recommend that the Board of Commissioners authorize the Executive Director to purchase the excess workers' compensation insurance and excess general and automobile liability insurance using funds contained in the approved 2003-2004 Fiscal Year budget.

On Motion by Commissioner Farmer, seconded by Commissioner Amegatcher and unanimously carried the following was approved by the Housing Commission:

RESOLUTION AUTHORIZING THE ISSUANCE OF MULTIFAMILY HOUSING
MORTGAGE REVENUE BONDS FOR HAVENHURST APARTMENTS IN CITY OF
WEST HOLLYWOOD
AGENDA ITEM NO. 11

1. Recommend that the Board of Commissioners adopt and instruct the Chair to sign the Resolution, AS REQUIRED UNDER section 147(f) of the Internal Revenue

Code of 1986, authorizing the issuance of Multifamily Housing Mortgage Revenue Bonds by the Housing Authority of the County of Los Angeles, in an aggregate amount not exceeding \$2,900,000, to assist the West Hollywood Community Housing Corporation (the Developer) to finance site acquisition and construction of the Havenhurst Apartments, a 24-unit affordable multifamily development to be located at 1433 Havenhurst Drive, in the City of West Hollywood.

2. Recommend that the Board of Commissioners authorize the Executive Director to execute all related documents, following approval as to form by County Counsel, and take all necessary actions to finance the acquisition and construction of the Havenhurst Apartments.

On Motion by Commissioner Farmer, seconded by Commissioner Amegatcher and unanimously carried the following was approved by the Housing Commission:

RESOLUTION AUTHORIZING THE ISSUANCE OF MULTIFAMILY HOUSING
MORTGAGE REVENUE BONDS FOR THE POTRERO SENIOR HOUSING IN
UNINCORPORATED SOUTH SAN GABRIEL
AGENDA ITEM NO. 12

1. Recommend that the Board of Commissioners adopt and instruct the Chair to sign a Resolution, as required under Section 147(f) of the Internal Revenue Code of 1986, authorizing the issuance of Multifamily Housing Mortgage Revenue Bonds by the Housing Authority of the County of Los Angeles, in an aggregate amount not exceeding \$3,600,000, to assist Potrero Partners, L.P. (the Developer) to finance the site acquisition and construction of Potrero Senior Housing, a 53-unit affordable senior housing development to be located at 1301-1309 Potrero Grande Drive in unincorporated South San Gabriel.
2. Recommend that the Board of Commissioners authorize the Executive Director to execute all related documents, following approval as to form by County Counsel, and take all necessary actions to finance acquisition and construction of Potrero Senior Housing.

On Motion by Commissioner Farmer, seconded by Commissioner Amegatcher and unanimously carried the following was approved by the Housing Commission:

RESOLUTION AUTHORIZING THE ISSUANCE OF MULTIFAMILY HOUSING
MORTGAGE REVENUE BONDS FOR CASTAIC LAKE SENIOR APARTMENTS IN
UNINCORPORATED CASTAIC
AGENDA ITEM NO. 13

1. Recommend that the Board of Commissioners adopt and instruct the Chair to sign a Resolution, as required under Section 147(f) of the Internal Revenue Code of 1986, authorizing the issuance of Multifamily Housing Mortgage Revenue Bonds by the Housing Authority of the County of Los Angeles, in an aggregate amount not exceeding \$9,300,000, to assist the Community Development Housing Group, Inc., (the Developer) to finance site acquisition and construction of the 150-unit

Castaic Lake Senior Apartments, an affordable senior rental development to be located at 31910 Castaic Road, in the Castaic area of unincorporated Los Angeles County.

2. Recommend that the Board of Commissioners authorize the Executive Director to execute all related documents, following approval as to form by County Counsel, and to take all necessary actions to finance site acquisition and construction of the Castaic Lake Senior Apartments.

Commissioner Nguyen and Commissioner Porter made recommendations that visitors parking at Nueva Maravilla should have time limits on parking spaces. Residents with parking stickers on their vehicles that are utilizing "visitors parking" should be cited.

Audience Comments:

Catherine Morgan and Rose M. King, Carmelitos Resident Council. Their concern is the reduction of staff at the Carmelitos Recreation Center and the Family Learning Center.

Due to budget cutbacks, HACoLA had to make staff reductions in some of the programs. Esther Keosababian has been working with California State University Long Beach and Long Beach City College, and HACoLA has entered into an agreement with them. The college students will volunteer their service requirements at Carmelitos Housing site. These students will be utilized in the family and senior resource center. HACoLA currently has three service students working with the children to help with after school homework, and computer literacy programs. Staff will meet with the residents at Carmelitos to explain the new resource plan.

Staff is also working very closely with California State Universities Dominguez Hills, Northridge, and Bakersfield, University of California at Los Angeles, and the University of Southern California to provide services for all public housing residents. Due to budget cuts, this will be an invaluable resource.

Also, two Korean students working with the senior Korean population to provide translation of lease agreements and written documents for the re-certification process.

Commissioner Porter challenged the residents to get involved as volunteers in support of the youth activities and programs.

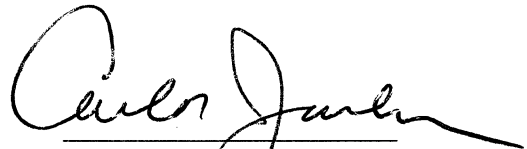
Inez Cervantes and Martha Ramirez, Nueva Maravilla residents, expressed their concern about a letter that was distributed to all the Nueva Maravilla residents on the following topics:

- ☐ Visitor Parking
- ☐ Pet Policy
- ☐ Animal Control
- ☐ Crime & Fraud Reporting
- ☐ Tot Lot
- ☐ Annual Spring Cleaning
- ☐ Screen Doors

Staff will provide a response to the Nueva Maravilla issues in writing at the next meeting.

The next scheduled meeting of the Housing Commission will be held at 851 Via Carmelitos, Long Beach on Wednesday, June 25, 2003 at noon.

On Motion by Commissioner Dauk, the Regular Meeting of May 28, 2003 was adjourned at 1:59 p.m.



CARLOS JACKSON
Secretary-Treasurer

June 25, 2003

TO: Housing Commissioners

FROM: BOBBETTE GLOVER, Assistant Executive Director

SUBJECT: RESPONSE TO RESIDENT ISSUES PRESENTED AT MAY 28, 2003 MEETING

This is to respond to resident concerns presented at the last Housing Commission Meeting on May 28, 2003:

- Visitor Parking - Signs have been posted at Nueva Maravilla and Rosas that specifically prohibit overnight parking between the hours of 12 midnight through 7 a.m.
- Pet Policy – The policy requires pets to be registered with the management office, a \$200 pet deposit paid, and pets be spayed or neutered. The \$200 pet deposit is payable in full and can not be paid in installments.
- Animal Control – In response to resident concerns that Animal Control is unable to capture stray animals at the sites, it was recommended that management make available animal cages for residents to temporarily hold animals for pick up by Animal Control.
- Crime & Fraud reporting – The Housing Authority maintains an anonymous crime and fraud tip line which provide residents the ability to report possible fraud or criminal activity without revealing their identity. The toll-free number is 877-881-7233, which is provided on convenient refrigerator magnets.
- Installation of Basketball Rims – Basketball backboards and rims have been installed at Nueva Maravilla.
- Tot Lot – We are currently in the process of putting bid packages together for the refurbishing of the existing tot lot at Nueva Maravilla. Due to budget constraints, we are exploring other type of flooring at this time to be included in the bid packages.
- Recreational Programs – The attached flyer has been distributed to Nueva Maravilla residents outlining summer recreational programs available to them.
- Annual Spring Cleaning letter sent to Nueva Maravilla residents – This letter is forwarded to residents annually to advise them of the lease requirements and to remind them of the continued need to maintain their patio areas in a presentable manner. This annual letter also reminds residents that swimming pools and jumpers are not permitted on site.
- Screen Doors – Since some residents have voiced that they are personally willing to purchase screen doors for their units, Housing Management is currently researching the types and styles that would be acceptable for installation and developing how we will monitor the installation process.



Nueva Maravilla Housing Community
4909 Cesar Chavez Avenue, Los Angeles, CA 90022 (323) 260-2210



Community Summer Resource Guide

Belvedere Park Summer Adventure Camp

Beginning July 7th Fee: \$15.00 Ages: 7 - 14 Time: 10:00 a.m. - 4:30 p.m.
Belvedere Park / 4914 Cesar Chavez Avenue (323) 260-2360

Pueblo Science Summer Day Camp - Centro Maravilla

Beginning June 30th Ages: 10-14 Six Week Program Time: 9:00 a.m.-3:00 p.m.
Centro Maravilla / 4716 Cesar Chavez Avenue (323) 260-2817

Future Scientist of America Summer Club - Nueva Maravilla

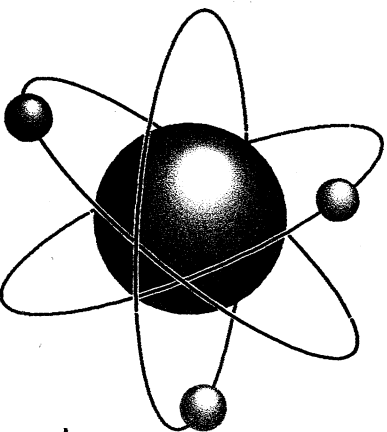
Beginning July 7th Ages: 8-10 Six-week Program/Limit 50 Students Time: 9:00 a.m.-3:00 p.m.
Nueva Maravilla Family Learning Center (323) 260-2210

Hamasaki Elementary Summer School

Beginning June 20th Grades: 1st through 5th
4865 E. First Street (323) 263-3869

Maravilla Foundation Summer Youth Lunch Program

Beginning June 27th - Aug 22nd Ages: 1-18
Times: Lunch 12:00 - 1:00 Snack 3:00 - 4:00
Nueva Maravilla Courtyard / 4909 Cesar Chavez Avenue





Nueva Maravilla Housing Community
4909 Cesar Chavez Avenue, Los Angeles, CA 90022 (323) 260-2210



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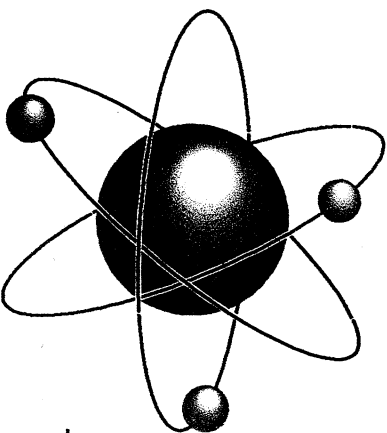
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Carlos Jackson
Executive Director

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Michael D. Antonovich
Commissioners

NUEVA MARAVILLA HOUSING COMMUNITY

4919 Cesar E. Chavez Avenue • Los Angeles, CA 90022 • 323.260.2188 • Fax: 323.261.6803

May 27, 2003

DEAR RESIDENTS OF NUEVA MARAVILLA:

Spring is here again and the Housing Authority would like to remind all residents of your Lease Agreement obligation under **Section 6-Parts Q and S** which state... "To keep the Residence and such other areas including rear yards and/or patios as may be assigned to the Resident for his/her exclusive use, in a clean, sanitary and safe condition and to promptly notify Management whenever repairs to his/her residence are required." And "To dispose of all garbage, rubbish and other waste from the residence in a sanitary and safe manner in the receptacles and trash bins provided by Management or owned by Resident."

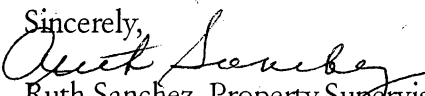
PLEASE CLEAN AND KEEP UP YOUR BACK YARD BY:

- Making sure all trash and debris is properly disposed of.
- Only patio furniture is allowed in the back yards. Tarps, Canopies and Chicken wire are not allowed. No inside house furniture can be stored or used and patio furniture.
- Store all recyclable items, such as cans, glass/plastic bottles in closed containers (garbage cans with lids) and dispose of them on a regular basis.
- Make sure that your grass is cut and weeds are removed in and around your wrought iron fence. You can come to the Maravilla Office before 11:00 A.M. Monday through Friday and sign out to borrow a lawn mower.
- Plants and trees may not be taller than 6 feet and there must be a clear path between your patio/back door and the back gate.
- Children's toys and bicycles must be properly stored. Swimming pools and Party Jumpers are not allowed.
- TV antennas and/or Satellite installation must be pre-approved by Management.
- Back yards must be visible. Do not install any covering, such as, canvas, plastic, straw mats, bamboo, cardboard or pile wood on your wrought iron fence.
- Call the Maintenance Office at 323-264-5989 if you have large furniture items that need to be trashed. Our Maintenance Department will gladly pick them up from your back yard at no cost to you.

Weekly/monthly yard inspections are conducted and if a resident does not comply with written notification to correct the deficiencies found in his/her rear yard, resident will be HUD cited for material breach of the lease which can result in non-renewal of the resident's Contract with the Housing Authority County of Los Angeles.

Thank you for your cooperation. If you have any questions, please call the Management Office at (323)260-2188 during normal business hours, Monday through Friday.

Sincerely,


Ruth Sanchez, Property Supervisor
East County





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NUEVA MARAVILLA HOUSING COMMUNITY

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27 De Mayo del 2003

ESTIMADOS RESIDENTES DE NUEVA MARAVILLA:

Con la llegada de la temporada de **Primavera**, la Autoridad de Viviendas quisiera recordar a todos nuestros Residentes de su obligacion bajo su Contrato de Arrendamiento, **Seccion 6-Paragrafo Q y S** cual indican que debe... "Mantener la Residencia y otras areas, incluyendo los patios traseros y/o patios que sean asignados al Residente para su uso exclusivo, en condiciones limpias, seguras y sanitarias y notificar a la brevedad a la Administracion cuando se requieren reparaciones en su Residencia." Y "Botar la basura, desechos y desperdicios de la Residencia en forma sanitaria y segura en los receptaculos y basureros que entrega la Administracion o que posea el Residente."

FAVOR DE LIMPIAR Y MANTENER LIMPIOS SUS TRASPATIOS DE MANERA QUE:

- Asegure de tirar apropiadamente toda la basura desechedada.
- Recuerde que solamente esta permitido tener muebles para el patio en los traspacios. Muebles para el hogar no deben ser guardados en el traspacio. No se permite el uso de lonas, doseles o alambre de gallinero.
- Almacene sus articulos de reciclaje, como botes de aluminio, botellas y plasticos en recipientes cubiertos (botes de basura) y asegurese de reciclarlos con frecuencia.
- Asegure que el pasto este cortado y que la hierba sea eliminada dentro y alrededor del cerco de hierro forjado. Puede venir a la Oficina de Nueva Maravilla antes de las 11:00 A.M. de Lunes a Viernes para solicitar el prestamo de una maquina para cortar el cesp d.
- Las plantas y arboles no deben estar mas de seis (6) pies de alto o 182.88 centimetros y debe haber un camino esclarecido entre la puerta trasera de su casa y el cancel del patio.
- Los juguetes y las bicicletas deben ser guardadas adecuadamente. No se permite tener albercas ni brincolines para fiestas (jumpers).
- La instalacion de antenas parabolicas o television por satellite debe ser aprobada de antemano por la Oficina Administrativa.
- Los traspacios deben ser visibles. No debe cubrir el cerco con el uso de lonas, plasticos, tapetes de paje, bambu, cartones o madera.
- Llame a la oficina de Mantenimiento al (323)264-5989 si tiene muebles grandes que necesite tirar a la basura. El departamento de Mantenimiento recojera estos articulos sin costo al Residente.

Se le informa que se hacen inspecciones semanales/mensuales de los traspacios y aquellos residentes que falten de corregir y cumplir con notificaciones escritas sobre deficiencias encontradas dentro de su traspacio, pueden recibir una citacion de HUD por incumplimiento de su Contrato de Arrendamiento cual puede resultar en que se le niege la renovacion de dicho Contrato con la Autoridad de Viviendas del Condado de Los Angeles.

Se le agradece su coperacion. Si tiene alguna pregunta, haga favor de llamar a la Oficina Administrativa al (323)260-2188 durante horas normales de oficina, de Lunes a Viernes.

Sinceramente,

Ruth Sanchez
Ruth Sanchez, Supervisora de Propiedad

Strengthening Neighborhoods • Supporting Local Economies • Empowering Families • Promoting Individual Achievement





AWARD ANNOUNCEMENT

Distributed by the Intergovernmental Relations and Public Information (IGR/PI) Unit

May 22, 2003

TO: Directors and Managers

SUBJECT: 2003 NAHRO AWARDS OF MERIT

In November 2002, the Community Development Commission/Housing Authority submitted seven (7) nominations for the 2003 NAHRO Awards of Merit. We are happy to announce that all seven (7) programs have won! The winning programs are:

- ◆ The Landlord Educational Outreach Program (Assisted Housing)
- ◆ Powerforms- Intranet Forms Website (Assisted Housing)
- ◆ Neighborhood Improvement Program (Assisted Housing)
- ◆ Housing Counseling Service Program (Assisted Housing)
- ◆ The Magic Johnson Inventor Center (Housing Management)
- ◆ The Parent G.A.P. (Housing Management)
- ◆ Marbrisa Walk Single Family Homes (Housing Development and Preservation)

The NAHRO Awards of Merit recognize outstanding achievements in housing and community development throughout the nation with categories ranging from project design to resident services. The award ceremony will be held on July 25, 2003 in Tampa, Florida.

We congratulate the Divisions for their accomplishments and wish them continued success!

TT/ds


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C: IGR/PI Staff

Housing Authority - County of Los Angeles

FOR YOUR INFORMATION ONLY

June 25, 2003

TO: Housing Commissioners
FROM:  Bobbette A. Glover, Assistant Executive Director

SUBJECT: HARBOR HILLS WATER LINE UPDATE

This is in response to the Housing Commissioner's concerns expressed at the May Housing Commission Meeting.

As part of the development of the Harbor Hills Community Center and Child Care building, Los Angeles County Fire Department requested as a condition of occupancy that a new fire hydrant be installed to service the project.

In order to achieve adequate fire flow for service, the water purveyor, Lomita Water, indicated that the nearest water service connection available to the site comes from the corner of Rancho Palos Verdes Dr. And Western Ave., approximately 600' of water line. In addition to the scope required by the Fire Department, Lomita Water is requiring that one additional public hydrate and several connections to existing hydrants be made from the point of connection up to the project hydrant.

The Construction Management Division has looked for service from other purveyors in order to mitigate costs, but have been unsuccessful. The water line is currently in design for review and approval by Lomita Water. The cost to install the water line is in the bid scope of the project. The City of Lomita may have other requirements after review of design.

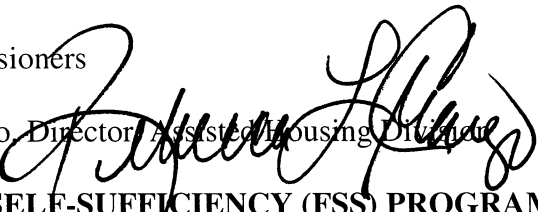
F:Exec./HC

Housing Authority - County of Los Angeles

June 25, 2003

FOR YOUR INFORMATION ONLY

TO: Housing Commissioners

FROM: Rebecca L. Craig, Director, Assisted Housing Division 

SUBJECT: **THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

FSS Program Update

The FSS Unit met with Community Career Development Inc. (CCD), MCS Rehabilitation, and Los Angeles Family Housing Corp. These Community Based Organizations (CBO's) are currently providing supportive services to FSS families. The focus of the meetings was to re-educate CBO's on the FSS Unit's vision and to develop a stronger working relationship with them to attain FSS Program goals. Additionally, FSS staff met with representatives from the Los Angeles County Department of Parks and Recreation, the Los Angeles County Library in Downey, and the Los Angeles County G.A.I.N. Program to obtain information on free services available to FSS families that will enhance their ability to become self sufficient and/or establish a link with these agencies for programs that will benefit FSS families.

The FSS Unit conducted two Resume Writing Workshops on May 28, 2003. Although over 300 families were invited to attend these workshops, only 6 families responded. Based on the response received, the consensus is that perhaps CBO's are better able to determine which clients need this service.

FSS Program Graduates

This month, Family Self-Sufficiency graduated one family, which raised our total number of FSS graduates to 101.

FSS Program Success Story

FSS received a news release from Fannie Mae on June 2, 2003 regarding County Supervisor, Yvonne Brathwaite Burke and Housing Partners welcoming residents into a New Affordable Housing Community in the Watts-Willowbrook neighborhood. The family featured in the story was one of our very own FSS Graduates, Belva Jones. Ms. Jones is an owner of a brand new two-story home. She worked with Fannie Mae to qualify for a new home and used her escrow monies for the down payment. Belva Jones' ultimate goal was becoming a homeowner and the Housing Authority County of Los Angeles along with the Fannie Mae team helped make her goal come true. A copy of the news release is attached.

RLC:CL:dt
Commissionerreport060603

Attachment

MAY 30 2003 12:43 PM FANNIE MAE

213 580 0170 TO 15625703794

P.02/02

The Village at Willowbrook

"Welcome Home Celebration" with
Congresswoman Juanita Millender-McDonald
County Supervisor Yvonne Brathwaite Burke
East 120th Street at Willowbrook Avenue
Los Angeles, California

Monday June 2, 2003

Program

Welcome Remarks

Zeeda Daniele -- Senior Deputy Director - Fannie Mae

Providing New Affordable Homes in South Los Angeles
Jeff Lee -- President/CEO -- The Lee Group

Role of Century Housing in Homeownership
Robert J. Norris -- Executive Vice President -- Century Housing

Importance of Homeownership
Carlos Jackson -- Executive Director
Community Development Commission of the County of Los Angeles

Fannie Mae as your Community Partner
Ted Chandler -- Vice President -- Fannie Mae

Making Homeownership a Reality
Homeowner Belva Jones of Unit 19
Homeowner Arturo Camarillo of Unit 11

Revitalizing Neighborhoods
Supervisor Yvonne Brathwaite Burke
County of Los Angeles -- Second Supervisorial District

Closing Remarks
Zeeda Daniele

MAY 30 2003 12:42 PM FANNIE MAE

213 580 0160 TO 15625703794

P. 01/02

~

The Lee Group

cordially invite you to the grand opening of

The Village at Willowbrook

with special guests

Yvonne Brathwaite Burke
County Supervisor - Second District

~

Juanita Millender-McDonald
U.S. Congresswoman of the 37th District

Monday, June 2, 2003
10:00 a.m. Program

Home of Belva Jones
who recently achieved the dream of homeownership

2063 East 120th Street
Los Angeles, CA 90059

Breakfast refreshments will be served at 9:30 a.m.
Please RSVP by May 30 at (213) 580-0160

~

Century Housing Corporation
Countrywide Home Loans
Essex Mortgage Company
Fannie Mae
Housing Authority County of Los Angeles
The Lee Group
Los Angeles Community Development Commission

~

news release**Media Hotline:** 1-888-326-6644**Consumer Resource Center:** 1-800-732-6644**Contact:** Jon Searles
626-396-5119**Number:** 2569**Date:** June 2, 2003**County Supervisor Yvonne Brathwaite Burke and Housing Partners Welcome Residents Into New Affordable Housing Community**

LOS ANGELES, CA -- Belva Jones and her family were welcomed into their first home today by Los Angeles County Supervisor Yvonne Brathwaite Burke and local affordable housing partners. Ms. Jones, who formerly rented a Section 8-assisted apartment, is a new resident of the Village at Willowbrook, an affordable single-family development located in the Watts-Willowbrook neighborhood that offers 34 large-sized, two-story homes for working families priced from \$185,000.

Joining Ms. Jones and her new neighbors for the grand opening celebration were representatives from The Lee Group; Century Housing; Countrywide Home Loans; Essex Mortgage Company; Housing Authority of the County of Los Angeles (HACOLA); Community Development Commission of the County of Los Angeles (CDC); and Fannie Mae (FNM/NYSE), the nation's largest source of financing for home mortgages.

"Expanding homeownership is good for families, helps build safer neighborhoods, and spurs economic and community development," said Representative Millender-McDonald in a written statement. "I am a strong supporter of projects like Village at Willowbrook that bring affordable housing into our community and are designed with the needs of local families in mind."

"The Village at Willowbrook is a transformational project for the Watts-Willowbrook neighborhood. Low- and moderate-income families will finally have the opportunity to own a piece of the American dream right here in central Los Angeles," said Supervisor Brathwaite.

Durke, "I congratulate The Lee Group and all the partners for making this development available to our neighbors, our friends, and our community."

(more)

Village at Willowbrook

Page Two

Village at Willowbrook is a \$6.4 million development conveniently located near the blue line Metro station and Martin Luther King, Jr.-Drew Medical Center. The development offers three- and four-bedroom homes at prices ranging from \$185,000 to \$205,000. Nineteen homes are reserved for families earning up to 80 percent of the area median income, or \$45,100 for a family of four.

Financing for Village at Willowbrook was made possible through a public-private partnership which includes: The Lee Group developer and general contractor; Century Housing Corporation, which provided nearly \$5 million in construction financing; and the CDC, which sold the land at an affordable price to The Lee Group. Fannie Mae provided \$683,000 in equity financing through the company's American Communities Fund™ (ACF™), which invests debt or equity in housing developments that support neighborhoods and community revitalization efforts.

"By building on vacated land, existing neighborhood resources such as public transit and business centers are better utilized by the people who live here," said Jeff Lee, president of The Lee Group. "Each Lee community represents a commitment to the neighborhood, environment, and quality construction."

In addition, Ms. Jones and other residents at Village at Willowbrook qualified for down payment assistance funds available from the CDC and HACOLA. Countrywide Home Loans and Essex Mortgage Company originated loans for the development, and Fannie Mae has committed to purchase the eligible loans.

"Century is pleased to be a part of Village at Willowbrook," said G. Allan Kingston, president & CEO of Century Housing. "In a community that continues to be in need of decent, affordable, for-sale homes, our construction loan and downpayment assistance to the home buyers helped provide a better quality of life for these working families."

"Fannie Mae is proud to join The Lee Group and our local affordable housing partners in providing affordable homeownership opportunities in Los Angeles," said Ted Chandler, Fannie Mae's vice president of housing and community development.

(more)

**Village at Willowbrook
Page Three**

Fannie Mae's investment in Village at Willowbrook is part of the company's American Dream Commitment[®] for Los Angeles to increase homeownership among minorities, new immigrants, and others whose homeownership rates lag the general population.

For more information on Village at Willowbrook, log on to www.leehomes.net.

For more information on the American Dream Commitment for Los Angeles and a list of participating lenders, consumers may call 1-800-7FANNIE (1-800-732-6643), Monday through Friday, 6:00 a.m. to 3:00 p.m. PST.

-# # #-

Fannie Mae is a New York Stock Exchange company and the largest non-bank financial services company in the world. It operates pursuant to a federal charter and is the nation's largest source of financing for home mortgages. Since 1968, Fannie Mae has provided \$4.8 trillion of mortgage financing for more than 52 million families. More information about Fannie Mae can be found on the Internet at <http://www.fanniemae.com>.

The American Dream Commitment and ACF are registered marks and the American Communities Fund is a trademark of Fannie Mae. Unauthorized use of these marks is prohibited.

Style Usage: Fannie Mae's Board of Directors has authorized the company to operate as "Fannie Mae," and the company's stock is now listed on the NYSE as "FNM." In order to facilitate clarity and avoid confusion, news organizations are asked to refer to the company exclusively as "Fannie Mae."

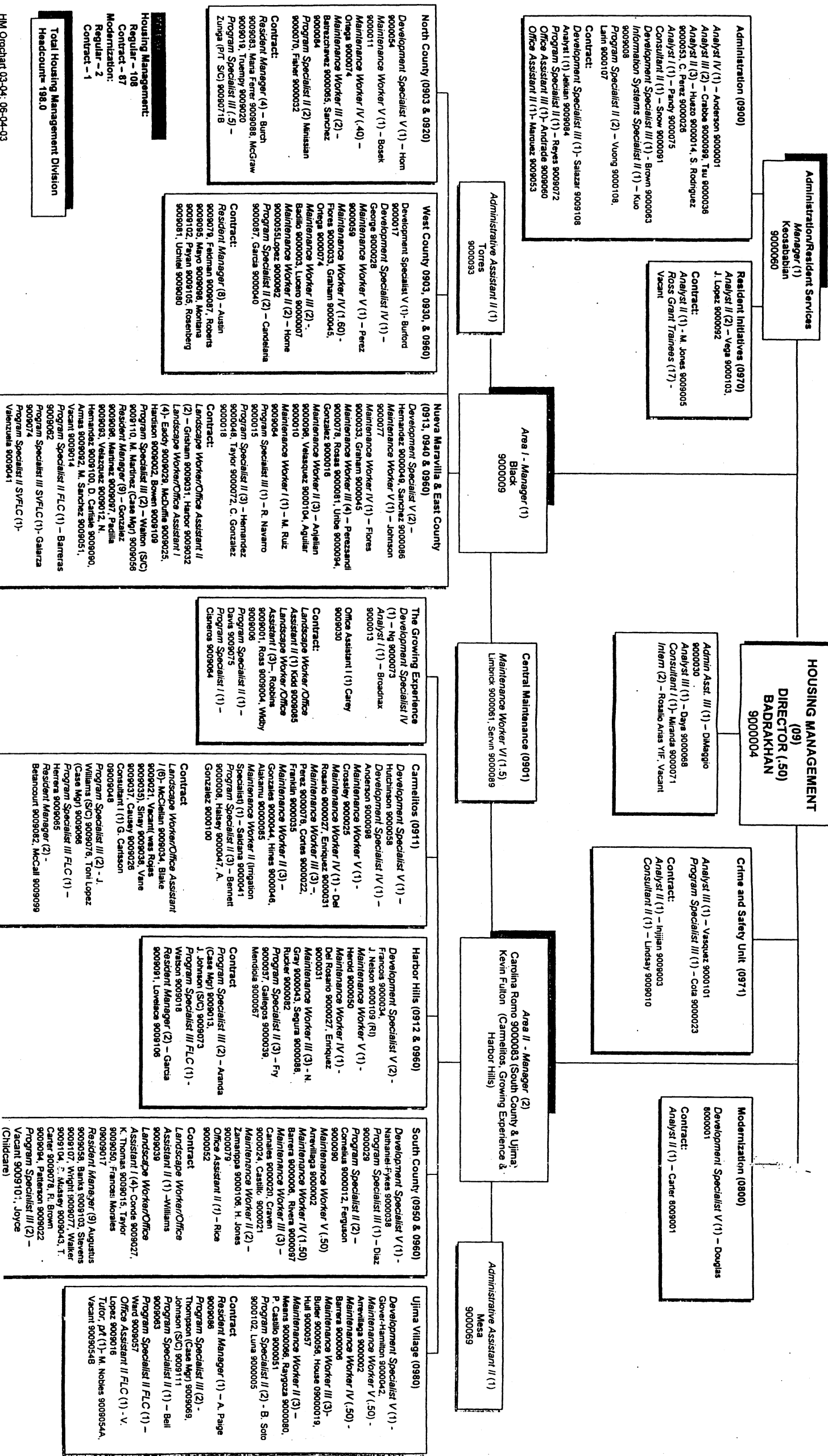


EXHIBIT P2a

COMMUNITY DEVELOPMENT COMMISSION
ASSISTED HOUSING DIVISION
Running Organizational Chart FY 2002-03

Administration/Support	
Consultant/Assistant Manager	(1) Don Swift (04000094)
Administrative Assistant II	(1) L. Cortes (04000006)
Analyst III	(2) Akins (04000005) Colvin (0400102)
Analyst II	(2) Viramontes (0400133) *A. Ruiz (pending) (04000092)
Analyst I	(3) E. Mausow (10/02) (04000091) Dawson (0400141) (0400115) H. Hopkinson-Vargas (0400115) Pascual Bacor n/a

Administration/Lobby	
Analyst III	(1) Sharp-Deckelman (0400101)
Admin. Assist. III	(1) D. Taylor (04000033)
Program Specialist II	(1) Masillas (04000066)
Office Assistant III	(3) Amezua (04000009) Lariva (04000062) M. Diaz (04000034)

DIRECTOR (1) Craig (04000001)	Assistant Director (1) Quon-Hom (04000002)
---	--

Administration/Quality Assurance Unit	
Principal Analyst IV	(1) Jones (04000060)
Analyst II	(1) Laricia Terrell (0400123)
Program Specialist III	(1) Calvin (04000023)
Program Specialist II	(2) Howard (04000056) Maria Saenz (04000095) Yang (12/2/02) (0400120)

Fraud Prevention Unit	
Consultant	(3) Nishimura (04009016) Derrico, L. (04009006) Morrison-PT (04009010) Program Specialist (1) M. Morris (04009008)

Project Monitoring Services	
Analyst III	(1) Linda Tarjani (04000061)
Program Specialist III	(1) J. Barnes (pend. 4/03) (04009014)
Program Specialist II	(1) J. Luo (04009012)

Administration	
Program Support/Automation Manager	(1) Becker (04000015)
Automation/Imaging Information Systems Specialist III	(1) Catherine Petersen (04000087)
Office Assistant III	(1) Angel Lopez (04000122) (Chavez Service Center)

Automation/MLS Support	
Information Systems Specialist II	(1) Rosa Chevarin (04000027)

Automation/Applications	
Information Systems Specialist I	(1) M. Hoang (11/3/02) (04009023)

Automation/Direct Deposit	
Program Specialist I	(1) Medrano (04000070)
Program Specialist I	(1) Vacant (V. Medrano eff. 3/03) (04009013)

Administration/Budget	
Development Specialist IV	(1) Salazar (04000097)
Analyst III	(1) Palomo (0400104)
Admin. Assistant II	(1) K. Allen (0400106)
Office Assistant III	(1) Marcella Taylor (0400107)
INTERN	n/a
Jaime Arenas, Jr.	n/a
Lila Wiggs	n/a

Public Liaison Unit	
Development Spec. V	(1) Cabell-Nicolaw (04000002)
Program Specialist II	(1) Ruby Miles (04000040)
Program Specialist	(2) D. Scott (04009017) C. Maus (04009022)
Office Assistant	(1) Perez-NEW01-02 (04009005)

Development Specialist IV	
M. Fabricante	(1) (04000145)

Special Programs Unit	
Program Specialist IV	(1) B. Romo (04000099)
Program Specialist II	(8) Beaucourt (04000017) M. Chigler (04000049) Armando Carral (04000110) Rana Guadri (04001144) Tatiana Vallego (04000071) C. Hum (04000011) C. Corral (04000030) Lisa Dason (04000019)
Program Specialist I	(1) L. Sandoval (reclass pend. 3/03) (04009007)

Family Self-Sufficiency Unit	
Program Specialist IV	(1) C. Lipps-ESS (04000143)
Program Specialist II	(2) M. Garsia (04000134) M. Trudlove (04000068)
Program Specialist I	(2) Vacant (M. Trudlove eff. 3/03) (04009019) Sandra Romero (04009010) Andrea Rodriguez (04009009)

Development Specialist IV	
Pena	(1) (04000080)

Mod Rehab/Pre-Pay Units	
Program Specialist IV	(1) R. Ruiz (04000093)
Program Specialist II	(4) Busanane (04000020) Tiejo (04000126) Luna (04000125)
Office Assistant III	(2) C. Torres (04000136) Welch (04000018)
D. Allen (Mallory)	

Central Filing Unit	
Office Assistant III	(1) Ojaga (04000077)
Office Assistant	(1) Hill-CRU (04009006) *Jojo Lo (04009021)
*Reclass from PS II Vacant-E. Daniels 12/02	

Development Specialist IV (1) Jim Looez (04000059)			
Applications & Eligibility		New Contracts Cont'd	
Program Specialist II	(1) Bazulua (04000013)	Program Specialist I	(3) Rochia (04000085) M. Munoz (04000074) Office Assistant II (1) R. Rodriguez (04000088)
Program Specialist I	(2) Banan (04000011)	Office Assistant III	(4) S. Aguilar (04000011) P. Tsan (04000052) D. Villaseor (04000108) Susana Vargas (04000155) Office Assistant (1) Patricia Tinoco (04009011)
Office Assistant III	(1) Larice Posey (04000129)	Program Specialist IV	(1) Calvin Plan (04000016)
Office Assistant II	(1) Banan (04000004)	Program Specialist III	(3) M. Hawkins (04000022) Y. Garcia (04000037) Vacant-Hawkins 1/03 (0400127) Provencio (04000083)
New Contracts Unit		Portability Unit	
Program Specialist IV	(1) John Flores (04000121)	Program Specialist IV	(1) C. Hawkins (04000100)
Program Specialist III	(1) Frid (04000041)	Program Specialist III	(3) L. Mitchell (New 02-03) (04009025) M. Salazar (04000030) Doroteo (04000036) Espinoza (04000037) Archilino (04000116) Fountain (04000128) Valero (04000119)
Program Specialist II	(3) T. Ngo (04000038) B. Noyes (04000028) E. Sandoval (04000171) Biedera - WH Service Ctr (04000033)	Program Specialist II	(1) Luz Basilio (04000012)
Inspections Unit		Inspections Cont'd	
Program Specialist II	(1) Luz Basilio (04000012)	Program Specialist II	(8) Wright (04000137) Young (04000140) Bedarska (04000032) William Barcford (04000016) Ebony Jefferson (04000066) Rocio Rivera (04000022) C. Marshall (New 02-03) (04009025) L. Mitchell (New 02-03) (04009025) M. Salazar (04000030) Doroteo (04000036) Espinoza (04000037) Archilino (04000116) Fountain (04000128) Valero (04000119)
Program Specialist II		Program Specialist II	
*Reclass from OAH Hawkins 11/7/03		(11110010)	

Development Specialist V (1) Sanchez-Vega (04000098)			
Program Operations Unit		Program Operations Unit Cont'd	
Program Specialist IV	(1) K. Vega (0400130)	Program Specialist I	(1) A. Garcia (04000025)
Program Specialist II	(1) Overseer Desk (04000065)	Program Specialist II	(4) N. Garcia (04000147) M. Gomez (04000139) Christina Meza (04000079) A. Flores (04000039) J. Scott (McCamick) (04000076) Villalobos (0400132) Andraos (04000033) Fierro (04000038)
Program Specialist I	(1) Lawrence Salazar (04000045)	Program Specialist II	(1) M. Gomez (04000139)
Office Assistant III	(1) Salas (04000096)	Program Specialist IV	(1) G. Alvarez (04000008)
Program Specialist II	(3) Kristina Barton (04000089)	Program Specialist II	(3) L. Gonzalez (04000076) J. Delgado (pend. 02/03) (04000146) Nunes (R. Allen) (04000014) Garcia Padilla (04000031) Daniel Valles (04000011)
Program Specialist IV	(1) C. Long (04000035)	Program Specialist II	(2) S. O'Brien (New 02-03) (04009029)
Program Specialist II	(5) M. Diaz (04000103)	Program Specialist I	(1) Luz Basilio (04000012)
Program Specialist II	(1) Garcia (04000046)	Program Specialist II	(1) D. Hidalgo (04000045)
Dilia Duval		Program Specialist III	(1) Rendon-Flores (04000044)
Alvarado	(2) Program Specialist II (04000077)	Program Specialist II	(1) J. Yedras (04000033)
Program Specialist II	(2) Selvio Martinez (New 02-03) (04009026) Jasline Green (New 02-03) (04009027)	Program Specialist I	(1) K. Robertson-CMU II (04000084)
Program Specialist I	(1) Ana Gonzalez (0400111)	Program Specialist II	(1) Perfeco-CMU II (04000082)

Development Specialist V	
Kalinowski	(1) (04000114)
Program Specialist II	(3) A. Tapia (04000051) Veretti (0400131) L. Coleman (0400113)
Program Specialist	(1) Lillian Calvo (04009002)
Program Specialist III	(1) Wysocki (0400138)
Office Assistant	(1) Brenda Florence (04009015)
Program Specialist IV	
Hunter	(1) (04000075)
Program Specialist II	(3) Magallike (04001103) P. Campos (04000063) Jawana Mele (04000063)
Program Specialist II	(2) Vacant (S. O'Brien eff. 2/03) (04009018) Ritaca Brown (04009003) Dionni Aldridge (04009001)

Division Totals-Regular	
Director	1
Assistant Director	1
Manager	1
Consultant/Asst. Mgr.	1
Principal Analyst IV	1
Analyst III	5
Analyst II	2
Analyst I	4
Info. Systems Specialist II	1
Info. Systems Specialist III	1
Admin. Assistant III	1
Admin. Assistant II	2
Development Specialist V	3
Development Specialist IV	4
Program Specialist IV	12
Program Specialist III	2
Program Specialist II	63
Program Specialist I	10
Office Assistant III	33
Office Assistant II	2
Office Assistant I	1
Total	148

Division Totals-Contract	
Consultant	3
Info. Systems Specialist	1
Program Specialist	21
Office Assistant	4
Total	29

(Contract Employees are determined by timeline)

FOR YOUR INFORMATION ONLY



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

June 25, 2003

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**CONSTRUCTION CONTRACT FOR FRANCISQUITO VILLA SITE AND BUILDING
IMPROVEMENTS PROJECT (1)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the construction of site and building improvements at the Francisquito Villa housing development, located at 14622 Francisquito Avenue, in unincorporated La Puente, is categorically excluded from the provisions of the National Environmental Policy Act (NEPA) and exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the proposed work will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract, in the amount of \$149,800, to C.A.S. General Contractor to complete the site and building improvements in 89 senior units, as described herein; and authorize the Executive Director of the Housing Authority to execute the Construction Contract and all related documents, to be effective after issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Authorize the Executive Director to use a total of \$149,800 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD), for the purposes described herein.

4. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders, not exceeding \$29,960 in CFP funds, for unforeseen project costs.

JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Construction Contract to complete site and building improvements at the Francisquito Villa housing development.

FISCAL IMPACT/ FINANCING:

There is no impact on the County general fund. The Housing Authority will fund the improvements with \$149,800 in CFP funds allocated by HUD for modernization purposes. A 20 percent contingency, in the amount of \$29,960, is also being set aside for unforeseen project costs using CFP funds. The staff estimate to complete the work is \$172,400.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In July 2000, the Board authorized the Housing Authority to submit, as part of the Agency Plan, a CFP application to HUD to provide funding for the modernization of all of its public housing sites. HUD subsequently approved the application, including funding for rehabilitation of the subject property.

The Housing Authority wishes to award the attached Construction Contract to C.A.S. General Contractor, to complete the following improvements: replace existing kitchen flooring with new sheet vinyl flooring in all 89 units; replace fire doors in corridors; install a new ramp for the disabled at the north east entrance; replace brick pavers at the front entrance with a new concrete pad; and perform other incidental work. It is anticipated that the work will be completed within 90 calendar days following the issuance of the Notice to Proceed.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the contractor will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Construction Contract has been approved as to form by County Counsel and executed by C.A.S. General Contractor.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3)(i), the project is excluded from the need to prepare an Environmental Impact Statement or an Environmental Assessment under the provisions of NEPA, because it involves activities that will not alter existing environmental conditions. Also, the project is exempt from the provisions of CEQA, pursuant to State CEQA Guideline 15301, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On May 8, 2003, the Housing Authority initiated an outreach to identify a contractor to complete the work at the subject property. Invitations for Bids were mailed to 565 contractors identified from the Housing Authority's vendor list. Advertisements also appeared in eight newspapers and on the County Web Site. Five bid packages were requested and distributed.

On June 5, 2003, five bids were received and formally opened. The lowest bid, submitted by Floor Covering Unlimited, Inc., was determined to be non-responsive, as the contractor did not bid on the entire scope of work. The next lowest bid, submitted by C.A.S. General Contractor, is fully responsive and is being recommended for the contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The award of the contract will improve the units and enhance the environment for the senior residents.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 2
Francisquito.bl-contract.revision.1

ATTACHMENT A

Summary of Outreach Activities

Francisquito Villa Site and Building Improvements Project

On May 8, 2003, the following outreach was initiated to identify a contractor to complete site and building improvements at the Francisquito Villa housing development.

A. Newspaper Advertising

Announcements appeared in eight local newspapers, four of which are minority publications.

Dodge Construction News
Los Angeles Times
The Daily News
WAVE Community Newspapers

Eastern Group Publications
Los Angeles Sentinel
International Daily News
La Opinion

An announcement was also posted on the County Web Site.

B. Distribution of Bid Packets

The Housing Authority's vendor list was used to mail out Invitations for Bids to 565 contractors, of which 441 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, five bid packages were requested and distributed.

C. Pre-Bid Conference and Site Walk

On May 20, 2003, a pre-bid conference and site walk was conducted. Seventeen firms were in attendance.

D. Bid Results

On June 5, 2003, a total of five bids were received and publicly opened, four of which were from minority-owned firms. The bid results were as follows:

<u>Company</u>	<u>Bid Amount</u>
Floor Covering Unlimited* (Non-responsive)	\$ 59,788.00
C.A.S. General Contractor*	\$149,800.00
SBS Corporation*	\$166,651.00
Westport Construction	\$172,179.70
Prescon Builders, Inc.*	\$185,900.00

*Minority/Female-owned firm

E. Minority/Women Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
C.A.S. General Contractor	Minority	Total: 5 4 minorities 1 woman 80% minorities 20% women
Gonzales Brothers Concrete (Subcontractor)	Minority	Total: 6 6 minorities 0 women 100% minorities 0% women

F. Minority/Women Participation – Firms Not Selected

Floor Covering Unlimited, Inc.	Female	Total: 15 12 minorities 2 women 80% minorities 13% women
SBS Corporation	Declined to provide Information.	
Prescon Builders, Inc.	Minority	Total: 6 6 minorities 0 woman 100% minorities 0% woman

G. Non-Minority Participation – Firms Not Selected

Westport Construction	Non-minority	Total: 15 7 minorities 4 women 46% minorities 27% women
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The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing

information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

**HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

**FRANCISQUITO VILLA
SITE AND BUILDING IMPROVEMENTS PROJECT**

14622 Francisquito Ave, La Puente, CA

BID NUMBER: CM-03-081

Bid Date: June 5, 2003

**HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ____ day of July, 2003 by and between the **Housing Authority** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Authority**" or the "**Owner**", and C.A.S. General Contractor, hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Owner and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The Authority is the Owner of those certain real properties, located in the unincorporated County of Los Angeles, commonly known as the Francisquito Villa Senior Housing Development, hereinafter referred to as the "Property".
- B. The term "Work", includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Property.
- C. Owner desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

THE DRAWINGS	Dated March 17, 2003
PART A	Instructions to Bidders and General Conditions
PART B	Technical Specifications
PART C	Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Authority's Executive Director, all work described in the Contract Documents hereinbefore mentioned.

- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CM-03-081 for the Authority.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by the Authority.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Owner does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Property which are reasonably necessary to apprise him/herself of the condition of the Property. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within thirty (30) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within Ninety (90) calendar days following the required commencement date.
- 3.2 The Contractor and the Owner agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Owner the sum of Four Hundred Dollars (\$400.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Owner may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor under payments.

ARTICLE 4 CONTRACT SUM

- 4.1 The Owner shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$149,800.00). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor, as such wage rates are amended from time to time from commencement of the Construction Contract through completion of the Work.

- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied himself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The Owner's obligation is payable only and solely from Capital Fund Program (CFP) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Owner will notify the Contractor in writing in ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5 PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Owner, and after approval by Construction Management Division, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Owner on or before the first working day of the month. Payment shall be subject to all provisions of Section 01003 paragraphs 3.03.A. and B. of the Instructions to Bidders incorporated by reference into the Contract.

ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Owner shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Owner shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Owner pursuant to Section 01003 paragraph 3.03.E. of the Instruction to Bidders, less any amounts which Owner is entitled to receive from the

Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor under payments, and less the ten (10) percent retention withheld, pursuant to Section 01003 paragraph 3.03.F. of the Instruction to Bidders.

- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Owner has received the following:
- A. A Certificate of Completion, executed by Owner.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all sub-contractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Owner may remove such items, and the Contractor shall pay the Owner for all cost incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Owner shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten (10) percent retention, less any amounts which the Owner is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the Owner of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective work or improper materials.
- 7.2 In addition to any right of termination reserved to the Owner by Section 01003 paragraph 3.10.A. of the Instruction to Bidders of the Construction Contract, the Owner may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.

- 7.3 The Owner shall give the Contractor and his surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 01003 paragraph 3.10.A. of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Owner may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The Owner shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 This Contract may be terminated by the Authority upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and work items) with no penalties upon termination or upon the occurrence of any of the following events:
- A. Continuing failure of the Contractor to perform any work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Authority within the time specified in such notices, the Authority shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
 - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Authority may immediately terminate this Contract.
 - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
 - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
 - E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.6 Termination for Improper Consideration: The Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor, to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Authority officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Authority or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.
- 7.8 The Authority's Quality Assurance Plan: The Authority will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Contract or seek other remedies as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8
MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order, he shall promptly give notice in writing to the Owner of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or un-enforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9
CONTRACTOR APPROVAL

- 9.1 Contractor's Warranty of Adherence to Authority's Child Support Compliance Program
Contractor acknowledges that the Authority has established a goal of ensuring that all individuals who benefit financially from Authority through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the Authority's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Construction Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 9.2 Termination For Breach of Warranty to Maintain Compliance with Authority's Child Support Compliance Program
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.1, "Contractor's Warranty of Adherence to the Authority's Child Support Compliance Program"

shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioners may terminate this Contract pursuant to Article 7, "Breach and Termination".

9.3 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Authority's policy to encourage the Authority contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. CSSD will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Authority:
- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or it's equivalent) with limits of not less than the following:
- | | |
|--|-------------|
| General Aggregate | \$2,000,000 |
| Products/ Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
- B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of

California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

The Authority, the Community Development Commission of the County of Los Angeles ("Commission"), the County of Los Angeles ("County"), and their officers, employees, agents and representatives shall be named as additional insureds.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limits, except after thirty (30) days' prior written notice to the Authority, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Authority.

Any self-insurance program of self-insured retention must be separately approved in writing by the Authority.

Contractor shall deliver to the Authority certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Contractor's liability under this Contract.

The Authority reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Authority's Risk Manager or designee.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination/rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided to the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations or orders, this Contract may be canceled,

terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicable wage determination for this project is General Wage Decision CA020028, Modification # 26 dated March 31, 2003.

Section 3 of the Housing and Community Development Act of 1968, as Amended requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Lobbyist Ordinances

- A. Contractor and each County Lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160, retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing on the Authority's Lobbyist Certification form that they are familiar with the Los Angeles County Code and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and or Lobbyist to fully comply with the Authority's Lobbyist requirements shall constitute a material breach of this Contract upon which the Authority may immediately terminate this Contract and the Contractor shall be subject to civil liability pursuant to Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031)

- B. Federal Lobbyist Requirements: The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of

any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and /or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

10.6 Access and Retention of Records

The Contractor shall provide access to the Authority, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five years after the grantee pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Authority, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Authority's interest and the interests of the third parties.

10.8 Indemnification

The Contractor agrees to indemnify, defend and save harmless the Authority, Commission, County, and their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with the Contractor's services, including any Workers' Compensation suits, liability or expenses arising or connected with the Work or service rendered pursuant to this Contract.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Authority.

10.10 Assignment

This Contract or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part, without the expressed written consent of the Authority.

However, the Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Authority.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Authority and the Authority holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Authority, or under Authority supervision or control. This Contract is by and between the Contractor and the Authority, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Authority and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Authority has actual knowledge of such injury or damage. Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Owner:

Housing Authority
Maria Badrakhan, Contracting Officer
2 Coral Circle
Monterey Park, CA 91755

Contractor:

C.A.S. General Contractor
Carlos A. Sahagun
19827 Reedview Drive
Rowland Heights, CA 91748

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Authority and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.20 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.21 Employees of Contractor

Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the Authority pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Authority under this Contract.

Professional Conduct: The Authority does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.22 Patent Rights

The Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contract.

10.23 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

10.24 Use of Recycled-Content Paper Products

The Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.25 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Authority to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Authority, acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on the Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The Authority may debar a contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (i) violated any term of a contract with the Authority, (ii) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (iii) committed an act or offense which indicates a lack of business integrity or business honesty, or (iiii) made or submitted a false claim against the Authority or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to subcontractors of the Authority contractors.

10.26 Compliance With Jury Service Program

A. Written Employee Jury Service Policy.

- (a) Unless Contractor has demonstrated to the Authority's satisfaction either that Contractor is not a "Contractor" as defined under the Authority's Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (b) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Authority or a subcontract with an Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- (c) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (d) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future the Authority contracts for a period of time consistent with the seriousness of the breach.

10.27 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

10.28 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Authority's policy to encourage all Authority Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.29 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

[illegible]

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES, A BODY
CORPORATE AND POLITIC

By: _____

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:



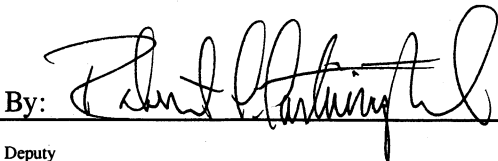
MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: 6/17/03

APPROVED AS TO FORM
LLOYD W. PELLMAN

County Counsel

By: 

Deputy

CONTRACTOR

C.A.S. GENERAL CONTRACTOR

License Number: 319751 B

By: 

CARLOS A. SAHAGUN

Title: PRESIDENT

Date: _____

By: _____

Title: _____

Date: _____

BUSINESS ADDRESS

19827 Reedview Drive

Rowland Heights, CA 91748

Telephone: (909) 598-8651

Fax: (909) 468-9828

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

June 25, 2003

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

Dear Commissioners:

**CONSTRUCTION CONTRACT FOR VARIOUS CONCRETE SIDEWALK
AND DRIVEWAY REPAIR AND REPLACEMENT PROJECTS (2, 4)**

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the sidewalk and driveway repair and replacement projects at the 92nd and Bandera Street housing development, the 88th and Beach housing development, both located in the unincorporated County of Los Angeles, and the Harbor Hills housing development, located in the City of Lomita, are excluded from the provisions of the National Environmental Policy Act (NEPA) and exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because they involve activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the award of a Construction Contract, in the amount of \$110,657, to Torres Construction to repair and replace the concrete sidewalks and driveways, as described herein; and authorize the Executive Director of the Housing Authority to execute the Construction Contract and related documents, to be effective after the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to use a total of \$100,742 in Community Development Block

Grant (CDBG) funds allocated to the Fourth Supervisorial District and \$9,915 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD), for the purposes described herein.

4. Recommend that the Board of Commissioners authorize the Executive Director to approve contract change orders, not to exceed a total of \$20,148 in CDBG funds and \$1,983 in CFP funds, for unforeseen project costs.

JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Construction Contract to repair and replace sidewalks and driveways at three housing developments.

FISCAL IMPACT/ FINANCING:

There is no impact on the County general fund. The Housing Authority will fund the improvements with \$100,742 in CDBG funds allocated to the Fourth Supervisorial District and \$9,915 in CFP funds allocated by HUD for modernization purposes. A 20 percent contingency, in the amount of \$20,148 in CDBG funds allocated to the Fourth Supervisorial District, and \$1,983 in CFP funds, is being set aside for unforeseen project costs. The staff estimate to complete the work is \$117,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Housing Authority wishes to proceed with awarding the attached Construction Contract in order to repair or replace, as needed, approximately 120 square feet of cracked driveway within the 92nd and Bandera Street housing development, approximately 900 square feet of deteriorated and damaged driveway within the 88th and Beach housing development, and approximately 6,700 square feet of existing lifted and damaged concrete sidewalks within the Harbor Hills housing development. It is anticipated that the work will be completed within 120 calendar days following the issuance of the Notice to Proceed.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the contractor will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

Honorable Housing Commissioners
June 25, 2003
Page 3

The Construction Contract has been approved as to form by County Counsel and executed by Torres Construction.

ENVIRONMENTAL DOCUMENTATION:

These projects are excluded from the provisions of NEPA pursuant to 24 Code of Federal Regulations Part 58, Section 58.35 (a)(1) because they involve activities that will not alter existing environmental conditions. They are also exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 (c) because they involve no expansion of use beyond what currently exists and, therefore, do not have the potential to cause a significant effect on the environment.

The environmental review record for these projects are available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On April 25, 2003, the Housing Authority initiated an outreach to identify a contractor to complete the work at the subject properties. Invitations for Bids were mailed to 135 contractors identified from the Housing Authority's vendor list. Advertisements also appeared in eight newspapers, and on the County Web Site. Nine bid packages were requested and distributed.


On May 22, 2003, five bids were received and formally opened. The lowest bid, submitted by Torres Construction, is responsive to the Invitation for Bids and is being recommended for the contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The repair and replacement of the existing damaged sidewalks and driveways will help ensure the long-term durability of the housing developments.

Respectfully submitted,


CARLOS JACKSON
Executive Director

BG:am:various sidewalk and driveway
Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Various Concrete Sidewalk and Driveway Repair and Replacement Projects

On April 25, 2003, the following outreach was initiated to identify a contractor to repair and replace various concrete sidewalks and driveways at the 92nd and Bandera Street housing development, the 88th and Beach housing development and the Harbor Hills housing development.

A. Newspaper Advertising

Announcements appeared in eight local newspapers, four of which are minority publications.

Dodge Construction News

Los Angeles Times

The Daily News

WAVE Community Newspapers

Eastern Group Publications

Los Angeles Sentinel

International Daily News

La Opinion

An announcement was also posted on the County Web Site.

B. Distribution of Bid Packages

The Housing Authority's vendor list was used to mail out Invitations for Bids to 135 contractors, of which 61 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, nine bid packages were requested and distributed.

C. Pre-Bid Conference and Site Walk

On May 8, 2003, a pre-bid conference and site walk was conducted. Ten firms were in attendance.

D. Bid Results

On May 22, 2003, a total of five bids were received and publicly opened, three of which were from minority-owned firms. The bid results were as follows:

<u>Company</u>	<u>Bid Amount</u>
Torres Construction*	\$110,657.00
International Pavement Solutions, Inc.	\$125,343.00
AMKO Development, Inc.*	\$137,800.00
Damon Construction Co.*	\$145,633.00
Kalban, Inc.	\$219,500.00

*Minority-owned firm

E. Minority/Women Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Torres Construction	Minority	Total: 20 20 minorities 5 women 100% minorities 25% women

F. Minority/Women Participation – Firms Not Selected

International Pavement Solutions, Inc.	Non-Minority	Total: 149 117 minorities 6 women 79% minorities 4% women
AMKO Development, Inc.	Minority	Total: 6 Declined to provide Information.
Damon Construction Co.	Minority	Total: 67 Declined to provide Information.
Kalban, Inc.	Declined to provide Information.	Total: 35 Declined to provide Information.

**HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

**VARIOUS CONCRETE SIDEWALK AND DRIVEWAY
REPAIR AND REPLACEMENT PROJECTS**

**Harbor Hills Housing Development
26607 South Western Avenue, Lomita, CA**

**92nd & Bandera Housing Development
9104-9118 South Bandera Street, Los Angeles, CA**

**88th & Beach Housing Development
8739 Beach Street, Los Angeles, CA**

BID NUMBER: CM-03-050

Bid Date: May 22, 2003

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Authority's Executive Director, all work described in the Contract Documents hereinbefore mentioned.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CM-03-050 for the Authority.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by the Authority.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Owner does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Property which are reasonably necessary to apprise him/herself of the condition of the Property. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within thirty (30) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within One Hundred Twenty (120) calendar days following the required commencement date.
- 3.2 The Contractor and the Owner agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Owner the sum of Four Hundred Dollars (\$400.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Owner may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor under payments.

**HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ____ day of July, 2003 by and between the **Housing Authority** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Authority**" or the "**Owner**", and Torres Construction, hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Owner and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The Authority is the owner of those certain real properties, located in the unincorporated County of Los Angeles and City of Lomita, commonly known as the 92nd & Bandera Street Housing Development, the 88th & Beach Housing Development and the Harbor Hills Housing Development, hereinafter collectively referred to as the "Property".
- B. The term "Work", includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Property.
- C. Owner desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONSTRUCTION CONTRACT

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

THE DRAWINGS	Dated April 2003
PART A	Instructions to Bidders and General Conditions
PART B	Technical Specifications
PART C	Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 4
CONTRACT SUM

- 4.1 The Owner shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of ONE HUNDRED TEN THOUSAND SIX HUNDRED AND FIFTY-SEVEN DOLLARS (\$110,657.00). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor, as such wage rates are amended from time to time from commencement of the Construction Contract through completion of the Work.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied himself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The Owner's obligation is payable only and solely from Community Development Block Grant (CDBG) funds and Capital Fund Program (CFP) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Owner will notify the Contractor in writing in ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Owner, and after approval by Construction Management Division, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders and General Conditions for the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Owner on or before the first working day of the month. Payment shall be subject to all provisions of Section 01003 paragraphs 3.03.A. and B. of the Instructions to Bidders and General Conditions for Construction Contract incorporated by reference into the Contract.

ARTICLE 6
PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Owner shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Owner shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Owner pursuant to Section 01003 paragraph 3.03.E. of the Instruction to Bidders and General Conditions for Construction Contract, less any amounts which Owner is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor under payments, and less the ten (10) percent retention withheld, pursuant to Section 01003 paragraph 3.03.F. of the Instruction to Bidders and General Conditions for Construction Contract.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Owner has received the following:
- A. A Certificate of Completion, executed by Owner.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all sub-contractors, and the Contractor's Certificate and Release.
 - D. Verification from the owner that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Owner may remove such items, and the Contractor shall pay the Owner for all cost incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Owner shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten (10) percent retention, less any amounts which the Owner is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7
BREACH AND TERMINATION

- 7.1 Waiver by the Owner of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective work or improper materials.
- 7.2 In addition to any right of termination reserved to the Owner by Section 01003 paragraph 3.10.A. of the Instruction to Bidders and General Conditions for Construction Contract, the Owner may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Owner shall give the Contractor and his surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 01003 paragraph 3.10.A. of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Owner may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The Owner shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 This Contract may be terminated by the Authority upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and work items) with no penalties upon termination or upon the occurrence of any of the following events:
- A. Continuing failure of the Contractor to perform any work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Authority within the time specified in such notices, the Authority shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
 - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Authority may immediately terminate this Contract.

- C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

7.6 Termination for Improper Consideration: The Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor, to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Authority officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Authority or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Authority reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.
- 7.8 The Authority's Quality Assurance Plan: The Authority will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor

deficiencies which the Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Contract or impose other penalties as specified in this Contract.

- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order, he shall promptly give notice in writing to the Owner of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or un-enforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.
- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9 CONTRACTOR APPROVAL

- 9.1 Contractor's Warranty of Adherence to Authority's Child Support Compliance Program
Contractor acknowledges that the Authority, has established a goal of ensuring that all individuals who benefit financially from Authority through contracts are in compliance with

their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County of Los Angeles and its taxpayers.

As required by Contractor's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Construction Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination For Breach of Warranty to Maintain Compliance with Authority's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.1, "Contractor's Warranty of Adherence to the Authority's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the Board of Commissioners may terminate this Contract pursuant to Article 7, "Breach and Termination".

9.3 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Authority's policy to encourage the Authority contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.

10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Authority:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or it's equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

The Authority, the Community Development Commission of the County of Los Angeles ("Commission"), the County of Los Angeles ("County"), and their officers, employees, agents and representatives shall be named as additional insureds.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limits, except after thirty (30) days' prior written notice to the Authority, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Authority.

Any self-insurance program of self-insured retention must be separately approved in writing by the Authority.

Contractor shall deliver to the Authority certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Contractor's liability under this Contract.

The Authority reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Authority's Risk Manager or designee.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination/rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided to the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicable wage determination for this project is General Wage Decision CA020033, Modification # 21 dated March 7, 2003.

Section 3 of the Housing and Community Development Act of 1968, as Amended requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned

Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Lobbyist Ordinances

- A. County Lobbyist Ordinance: Contractor and each County Lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing on the County Lobbyist Certification form that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of this Contract upon which the Authority may immediately terminate this Contract and the Contractor shall be subject to civil liability pursuant to Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031)

- B. Federal Lobbyist Requirements: The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and /or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

10.6 Access and Retention of Records

The Contractor shall provide access to the Authority, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five years after the grantee pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder

(other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Authority, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Authority's interest and the interests of the third parties.

10.8 Indemnification

The Contractor agrees to indemnify, defend and save harmless the Authority, Commission, County, and their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with the Contractor's services, including any Workers' Compensation suits, liability or expenses arising or connected with the Work or service rendered pursuant to this Contract.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Authority.

10.10 Assignment

This Contract or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part, without the expressed written consent of the Authority. However, the Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Authority.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Authority and the Authority holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Authority, or under Authority supervision or control. This Contract is by and between the Contractor and the Authority, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Authority and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Authority has actual knowledge of such injury or damage. Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Owner:

Housing Authority
Maria Badrakhan, Contracting Officer
2 Coral Circle
Monterey Park, CA 91755

Contractor:

Torres Construction
Timoteo Ayala Torres
930 W. Colorado Blvd., Suite #3
Los Angeles, CA 90041

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Authority and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.20 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.21 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Authority pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Authority under this Contract.

Professional Conduct: The Authority does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.22 Patent Rights

The Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contract.

10.23 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

10.24 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.25 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Authority to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Authority, acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on the Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The Authority may debar a contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (i) violated any term of a contract with the Authority, (ii) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the

Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (iii) committed an act or offense which indicates a lack of business integrity or business honesty, or (iiii) made or submitted a false claim against the Authority or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to subcontractors of the Authority contractors.

10.26 Compliance With Jury Service Program

A. Jury Service Program.

- (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

- (a) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (b) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Authority or a

subcontract with an Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority , or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (c) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (d) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future the Authority contracts for a period of time consistent with the seriousness of the breach.

10.27 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

10.28 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Authority Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the

Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.29 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.29 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES, A BODY
CORPORATE AND POLITIC

By: _____

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:



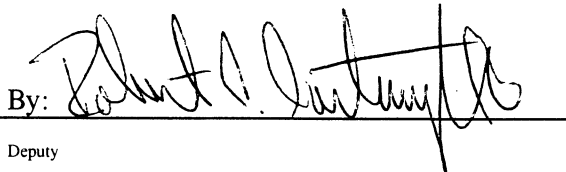
MARIA BADRAKHAN

Title: CONTRACTING OFFICER

Date: 6/18/03

APPROVED AS TO FORM
LLOYD W. PELLMAN

County Counsel

By: 

Deputy

CONTRACTOR

TORRES CONSTRUCTION

License Number: 808067

By: 

TIMOTEO AYALA TORRES

Title: PRESIDENT

Date: June 17, 2003

By: _____

Title: _____

Date: _____

BUSINESS ADDRESS

930 W. Colorado Blvd., Suite #3

Los Angeles, CA 90041

Telephone: (323) 257-7460

Fax: (323) 257-8044

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.